

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NEWREZ LLC dba SHELLPOINT
MORTGAGE SERVICING, a Delaware
limited liability company,

Plaintiff,

v.

JOHN BROSNAN, an individual;
SHELLPOINT MORTGAGE
SERVICING, a California corporation;
SHELLPOINT MORTGAGE
SERVICING, LLC, a California limited
liability company; and DOES I through
X, inclusive, and ROE
CORPORATIONS I through X,
inclusive,

Defendants.

Case No. 2:22-cv-8822-MWF (MAA)

**PRELIMINARY INJUNCTION
AGAINST DEFENDANTS JOHN
BROSNAN, SHELLPOINT
MORTGAGE SERVICING, AND
SHELLPOINT MORTGAGE
SERVICING, LLC**

Hearing Information

Date: January 23, 2023

Time: 10:00 a.m.

Room: 5A

Plaintiff's Motion for Preliminary Injunction (the "Motion") was heard by the Court on **January 23, 2023**, at 10:00 am. The Court, having fully considered the papers filed in connection with the Motion, and having heard the oral argument at the hearing, and pursuant to Rule 65 of the Federal Rules of Civil Procedure, now rules as follows:

THE COURT FINDS THAT (1) NewRez has made a clear showing that it is likely to succeed on the merits at trial in this action on several of its claims; (2) unless Defendants' actions are enjoined as requested by NewRez, NewRez will continue to suffer irreparable harm; (3) NewRez would suffer far more harm if the court were to deny injunctive relief than would the Defendants if the injunctive relief is imposed, and the balance of hardships tips sharply in favor of NewRez; and (4) the public interest weighs in favor of granting NewRez's Motion.

1 IT IS HEREBY ORDERED THAT Defendants John Brosnan, Shellpoint
 2 Mortgage Servicing, and Shellpoint Mortgage Servicing, LLC, as well as their
 3 officers, agents, servants, employees, attorneys, and all others in active concert or
 4 participation with them who receive actual notice of this Preliminary Injunction by
 5 personal service or otherwise, are **ORDERED** as follows:

- 6
- 7 1. **TO REFRAIN** from using or applying to register "Shellpoint Mortgage
 8 Servicing" or any confusingly similar designations, as a mark, business name,
 9 domain name, email address, or otherwise;
- 10 2. **TO REFRAIN** from accepting service of process or other documents intended
 11 for NewRez LLC dba Shellpoint Mortgage Servicing, including summonses,
 12 complaints, subpoenas, or any other legally-required notices naming or
 13 involving NewRez LLC dba Shellpoint Mortgage Servicing;
- 14 3. **TO COMPLETE** the necessary documents and secretary of state filings to
 15 change the name of the companies within their control from "Shellpoint
 16 Mortgage Servicing" and "Shellpoint Mortgage Servicing LLC" to another
 17 name that is not identical or confusingly similar, or alternatively, to dissolve
 18 such companies, **within 10 days** of entry of this order;
- 19 4. **TO IMMEDIATELY RETURN** to NewRez all documents and things that any
 20 one of them, or their officers, partners, agents, subcontractors, employees,
 21 subsidiaries, successors, assigns, and related companies or entities, has or
 22 received that were intended for NewRez. The above documents shall be sent to
 23 NewRez's counsel by first-class mail or other mutually agreeable method, at the
 24 following address:

25 Natalie L. Winslow, Akerman LLP,
 26 1635 Village Center Circle, Suite 200,
 27 Las Vegas, Nevada 89144
 28

///
 ///
 ///
 ///
 ///
 ///

